

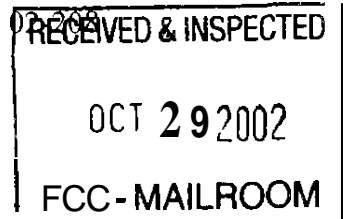
BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, D.C. 20554

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In re Amendment of Section 73.202(b) )  
of the Commission's Rules. Table of Allotments, )  
FM Broadcast Stations )  
(**BUTTONWILLOW, CALIFORNIA**) )

MB Docket No. 02-2008  
RM-10515



To: The Assistant Chief, Audio Division, Media Bureau

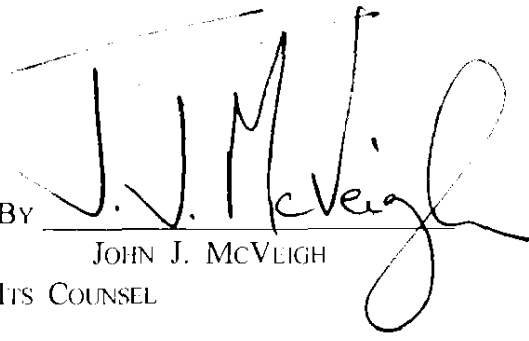
**MOTION TO WITHDRAW PETITION FOR RULE MAKING**

Dangerous Broadcasting .L.P., II (*DB*) hereby moves to withdraw its Petition for Rule Making, which resulted in the initiation of the instant proceeding. Dangerous so moves pursuant to a Dismissal Agreement, a copy of which is Exhibit A to this Motion. Certifications and other documents demonstrating compliance comprise Exhibit B to this Motion. Because DB was the only party to state an interest in and intent to apply for the Buttonwillow channel were the FCC to allot. and to construct and place the Buttonwillow facility on the air were the FCC to grant DB authority to do so, the staff should terminate this proceeding without further action

Respectfully submitted.

**DANGEROUS BROADCASTING, L.P., II**

BY

  
JOHN J. McVEIGH  
ITS COUNSEL

JOHN J. McVEIGH, ATTORNEY AT LAW  
12101 BLUE PAPER TRAIL  
COLUMBIA, MARYLAND 21044-2787  
301.596 1655  
Date: October 28, 2002

No. of Copies rec'd 024  
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## EXHIBIT A

## DISMISSAL AGREEMENT

AMERICAN GENERAL MEDIA OF TEXAS, INC. (*AG*) and DANGEROUS BROADCASTING, L.P.,  
II (*DB*) enter into this DISMISSAL AGREEMENT (the *Agreement*) this Twenty-fourth day of  
October, 2002 (collectively, the Parties).

### RECITALS

A. DB has petitioned the Federal Communications Commission (the *FCC*) for the  
allotment of channel 265A to the community of Buttonwillow, California, as a first local service.  
The FCC has assigned to DB's Petition the Rule-Making Number RM-10515 and has opened a  
rule-making proceeding, MM Docket No. 02-208, to deal with DB's request.

B. AG, the licensee of station KRFR, Channel 282A, Shafter, California, Facility ID  
No. 35953, has petitioned the FCC for the substitution of channel 226A in place of the current  
Channel 282A at Shafter, California, and a concomitant modification of station KRFR's license.  
The FCC has assigned to AG's Petition the Rule-Making Number RM-10415 and has opened a  
rule-making proceeding, MM Docket No. 02-58, to deal with AG's request.

C. Clear Channel Broadcasting Licenses, Inc. (*CC*) has filed a counterproposal in  
MM Docket No. 02-58. CC requests that, rather than substituting Channel 226A at Shafter, the  
FCC should allot Channel 224A to Buttonwillow as a first local service. As pleadings in MM  
Docket No. 02-58 set forth, a controversy exists as to whether CC's proposal is timely filed.

D. The FCC has not yet issued a Report and Order in either MM Docket No. 02-58  
(Shafter, California) or MM Docket No. 02-208 (Buttonwillow, California).

E. The Parties have consulted with each other and have decided that dismissal of DB's proposal may simplify the issues present in MM Docket No. 02-58 and may expedite the Commission's resolution of that proceeding, including the allotment of a new Class A channel to Buttonwillow as a first local service.

F. In the expectation that dismissal of DB's proposal may expedite the Commission's resolution of MM Docket No. 02-58, the Parties have decided to enter into this Agreement, whereby DB commits to seek the dismissal of its Buttonwillow Petition and the termination of the related rule-making proceeding. MM Docket No. 02-208, and whereby AG commits to reimburse DB for its out-of-pocket expenses incurred in preparing and prosecuting its rule-making Petition, up to an amount specified herein.

WITNESSETH

In light of the above recitals, and in consideration of the mutual covenants contained herein, which covenants each of the Parties expressly recognizes to constitute good, valuable, and sufficient Consideration, and intending to be fully and legally bound hereby, the Parties enter into this Agreement and agree to act cooperatively pursuant to this Agreement's terms and conditions.

1. Pursuant to this Agreement, DB agrees to promptly seek the dismissal of its Petition for Rule Making seeking the allotment of channel 265A to Buttonwillow, California. DB further agrees to promptly supply documentation in support of such request as required by 47 C.F.R. § 1.420(j), and to promptly provide any further statements or materials reasonably requested by

the staff of the FCC.

2. Pursuant to this Agreement, **AG** agrees to pay to DB, in cash, or by certified check or wire transfer, within five (5) days after Buttonwillow has filed with the FCC a request that the FCC terminate MM Docket No. 02-208 and dismiss DB's Buttonwillow, California Petition for Rule Making, the sum of NINE THOUSAND DOLLARS in United States currency.

3. In the event that the FCC subsequently rules that a lesser amount is the maximum amount allowable under the limit set forth in Section 1.420(j) of the Commission's Rules, 47 C.F.R. § 1.420(j), DB will promptly refund to **AG** the difference between the amount that **AG** has previously paid to DB and the amount that the FCC determines to be the maximum amount allowable to DB under the limit set forth in 47 C.F.R. § 1.420(j).

4. Both parties acknowledge that no additional consideration is to be paid to or to be received by DB, or has been or is to be promised to DB in connection with or in consideration of the dismissal of DB's Petition for Rule Making.

5. Recognizing that this Agreement is expressly subject to the rules and regulations of the FCC, the Parties agree that they will cooperate with each other and with the Commission by expeditiously providing to each other or to the Commission, or both, any and all additional information that may be necessary or appropriate to comply with 47 C.F. R. § 1.420(j), or to otherwise effectuate the objectives of this Agreement. The Parties agree to provide the FCC staff with such information as the the FCC staff may request within seven (7) days of each such request. The Parties further agree to use their best efforts in the preparation and filing with the

FCC of any and all related documents that may be necessary or appropriate to reach the result contemplated by this Agreement. The Parties shall cause all such filings to be made as soon as reasonably practicable following the execution of this Agreement, and otherwise cooperate with each other and use their best efforts to obtain the requisite Commission approval so that the Parties can promptly obtain a final order resulting in the dismissal of DB's Petition for Rule Making. Each of the Parties will bear its own expenses for the preparation of this Agreement and all supporting documents.

6. The Term of this Agreement will be for one (1) year from the date of this Agreement's execution. Should the FCC not terminate MM Docket No. 02-208 as contemplated herein within that Term, then either Party will have the right to terminate this Agreement upon thirty (30) days' written notice to the other Party in accord with the notice provisions of this Agreement. Upon such termination, DB will not be obliged to refund any sum to AG.

7. Any notices to be given in connection with this matter will be made by prepaid certified mail, return receipt requested, via telecopier, or via a nationally recognized overnight delivery service such as **U.S.P.S.** Express Mail, Federal Express, United Parcel Service, Airborne Express, or DHL Courier Service, to the addresses or telecopier numbers for notice set forth below:

<b>If to DB:</b>	<b>If to AGM:</b>
Dangerous Broadcasting, L.P., II 5529 East Sapphire Lane Paradise Valley, <b>AZ</b> 85253 Telephone: 1.480.991.0575 Telecopier: 1.480.483.0794	American General Media of Texas, Inc Anthony S. Brandon, President 1400 Easton Road Bakersfield, California 93309 Telephone: 1.661.382.0118 Telecopier: 1.661.328.1648
with a copy, which will not comprise notice, to:	with a copy, which will not comprise notice, to:
John J. McVeigh, Esq. J. McVeigh, Attorney at Law 12101 Blue Paper Trail Columbia, Maryland 21044-2787 Telephone: 1.301.596.1655 Telecopier: 1.301.596.1656	Vincent J. Curtis, Esq. Fletcher, Heald & Hildreth, P.L.C 1300 North Seventeenth Street, Eleventh Floor Arlington, Virginia 22209 Telephone: 1.703.812.0400 Telecopier: 1.703.812.0486

8. This Agreement is the only agreement between the Parties and contains all of the terms and conditions agreed upon with respect to the subject matter hereof and cannot be amended or modified except by an instrument in writing signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns.

9. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute but one and the same instrument.

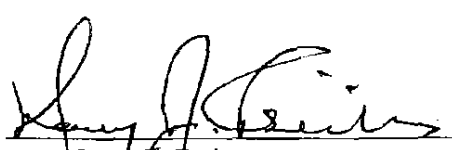
10. This Agreement shall be construed under the laws of the State of Arizona. Each of the parties submits to the personal jurisdiction of the State or Federal courts of competent subject-matter jurisdiction sitting in the State of Arizona, and agree that such Courts comprise

proper venue for any action or suit under this Agreement.

11. Specific performance shall be available as a remedy for breach of this Agreement in addition to all other legal or equitable remedies available under this Agreement or **under** the laws of the State of Arizona.

12. If, on account of an alleged breach or default by either party of its obligations under **this** Agreement, the other party shall employ an attorney to enforce or defend any of its rights or remedies under **this** Agreement, the prevailing party shall be entitled to recover its reasonable costs incurred in such connection, including, but not limited to, reasonable attorney's fees.

WHEREFORE, the Parties enter into this Dismissal Agreement as of the date first above written.

DANGEROUS BROADCASTING, L.P., II	AMERICAN GENERAL MEDIA OF TEXAS, INC.
By	
DANGEROUS BROADCASTING COMPANY, LLC Its General Partner	
By  Nancy J. Freitas	By _____ Anthony S. Brandon
Member	Its President



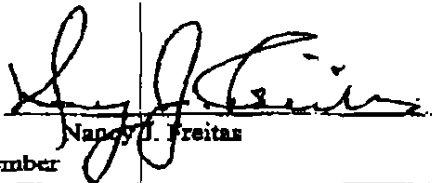
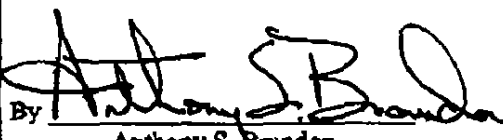
DISMISSAL AGREEMENT  
OCTOBER 24, 2002  
PAGE 6

proper venue for any action or suit under this Agreement.

11. Specific performance shall be available as a remedy for breach of this Agreement in addition to all other legal or equitable remedies available under this Agreement or under the laws of the State of Arizona.

12. If, on account of an alleged breach or default by either party of its obligations under this Agreement, the other party shall employ an attorney to enforce or defend any of its rights or remedies under this Agreement, the prevailing party shall be entitled to recover its reasonable costs incurred in such connection, including, but not limited to, reasonable attorney's fees.

WHEREFORE, the Parties enter into this Dismissal Agreement as of the date first above written.

DANGEROUS BROADCASTING, L.P., II	AMERICAN GENERAL MEDIA OF TEXAS, INC.
By	
DANGEROUS BROADCASTING COMPANY, LLC Its General Partner	
By  Nancy J. Freitas Member	By  Anthony S. Brandon Its President

**EXHIBIT B, PART 1**

## DECLARATION OF DANGEROUS BROADCASTING L.P., II

DANGEROUS BROADCASTING L.P., II (DE), by a Member of its sole General Partner.

hereby declares as follows.

1. DB certifies that neither DB nor any of its principals has received or will receive any money or other consideration in **excess** of legitimate and prudent expenses in exchange for the dismissal or withdrawal of DB's Petition for Rule Making seeking the allotment of Channel 265A to Buttonwillow, California;

2. The Dismissal Agreement with which this Declaration is being filed sets forth the exact nature and amount of any and all consideration received by or promised to DB. DB certifies that the amount specified in the Dismissal Agreement that DB is to receive in exchange for the withdrawal of DB's Buttonwillow, California Petition for Rule Making does not exceed DB's legitimate and prudent expenses incurred in preparing, filing, and prosecuting its Buttonwillow, California Petition for Rule Making.

3. The following is an itemized accounting of the expenses for which DB has sought reimbursement:

Item	Amount
Legal Expenses -- Local counsel: Consultations, Formation of Petitioner	\$2 150.00
Legal Expenses -- Communications Counsel Consultations, Preparation, Filing, and Prosecution of Petition for Rule Making	1600.00
Engineering Expenses: Channel Searches, Preparation of Engineering Statement	\$5250.00

Declarations from the service providers are Attachments to this Declaration

4. The Dismissal Agreement with which this Declaration **is** being filed comprises the only agreement between DB and anyone **else** or any other entity with regard to DB's withdrawal of DB's Buttonwillow, California Petition for **Rule Making**, and there **is** no oral agreement with any person or entity relating to the withdrawal of DB's Buttonwillow, California Petition for Rule Making.

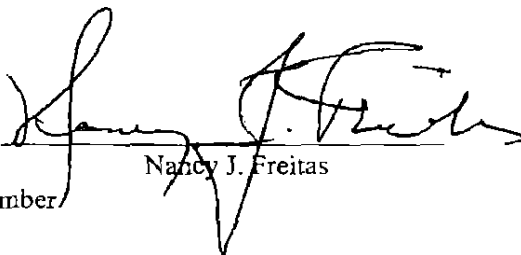
The foregoing **is true and** correct, under penalty of perjury.

**DANGEROUS BROADCASTING, L.P., II**

By

**DANGEROUS BROADCASTING COMPANY, LLC**

Its General **Partner**

By   
Nancy J. Freitas  
Member

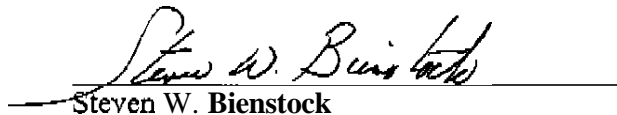
Date: October 24, **2002**

**ATTACHMENT 1 TO EXHIBIT B, PART 1**

**DECLARATION OF STEVEN W. BIENSTOCK**

I, **Steven W. Bienstock**, offer the following Declaration, under penalty of perjury.  
I have billed *at* least the **sum of TWO THOUSAND ONE HUNDRED FIFTY DOLLARS (\$2,150.00)**  
for legal services in connection with the formation of Dangerous Broadcasting, LP, II,  
**and its general partner, Dangerous Broadcasting Company, LLC, and** consdtations  
related thereto. **The** foregomg **is** true and correct, under penalty of **perjury**.

Dated **this** 25<sup>th</sup> day of October, 2002.

  
Steven W. Bienstock

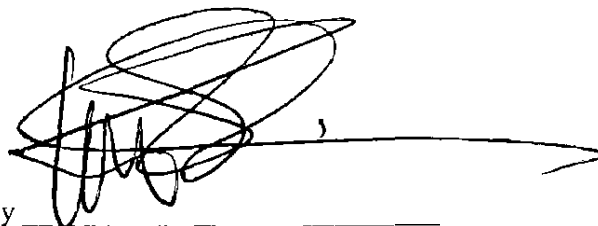
Steven W. Bienstock,  
**Attorney at Law**  
**Hahn, Howard & Greene, LLP**  
3200 North Central Avenue, Suite 1560  
**Phoenix, Arizona 85012**  
Telephone: 1.602.264.3522  
Telecopier: 1.602.264.1875

**ATTACHMENT 2 TO EXHIBIT B, PART 1**

## DECLARATION OF KLEIN BROADCAST ENGINEERING, LLC

Klein Broadcast Engineering, LLC (KBE), by its President, offers the following Declaration. KBE has billed the sum of FIVE THOUSAND, TWO HUNDRED, AND FIFTY DOLLARS (\$5,250.00) to Dangerous Broadcasting, L.P. II (~~DE~~) for engineering services in connection with the search for FM Broadcast channels that could be allotted to the community of Buttonwillow, California in compliance with FCC allocations standards, and with the preparation of the Engineering Statement that accompanied and supported DB's Petition for Rule making seeking the allotment of Channel **265A** to the community of Buttonwillow, California. The foregoing is true and correct, under penalty of perjury

KLEIN BROADCAST ENGINEERING, LLC

A handwritten signature in dark ink, appearing to read 'Elliott Kurt Klein', is written over a horizontal line.

By \_\_\_\_\_  
Elliott Kurt Klein  
Its President

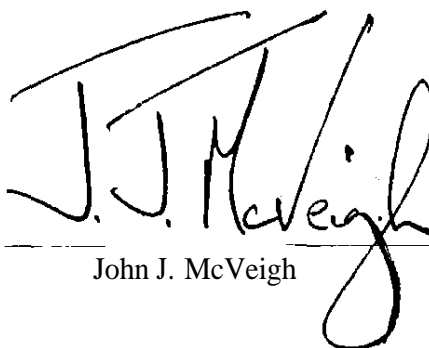
Klein Broadcast Engineering, LLC  
5529 East Sapphire Lane  
Paradise Valley, AZ 85253  
Telephone: 1.480.991.0575  
Telecopier: 1.480.483.0794



**ATTACHMENT 3 TO EXHIBIT B, PART 1**

## DECLARATION OF JOHN J. McVEIGH

I, John J. McVeigh, offer the following Declaration. I have billed the sum of ONE THOUSAND, SIX HUNDRED DOLLARS (\$1,600.00) to Dangerous Broadcasting, L.P. II (DB), for legal services in connection with the preparation, filing, and prosecution of DB's Buttonwillow, California Petition for Rule Making and consultations related thereto. The foregoing is true and correct, under penalty of perjury.



John J. McVeigh

JOHN J. McVEIGH,  
ATTORNEY AT LAW  
12101 BLUE PAPER TRAIL  
COLUMBIA, MARYLAND 21044-2787  
TELEPHONE: 1.301.5961655  
TELECOPIER: 1.301.596.1656

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**EXHIBIT B, PART 2**


**DECLARATION OF AMERICAN GENERAL MEDIA OF TEXAS, INC.**

AMERICAN GENERAL MEDIA OF TEXAS, INC. (AG), by its President, hereby declares as follows.

1. AG certifies that neither AG nor any of its principals has paid to Dangerous Broadcasting, L.P., II (DB), or will pay to DB, any money or other consideration in excess of DB's legitimate and prudent expenses in exchange for the dismissal or withdrawal of DB's Petition for Rule Making seeking the allotment of Channel 265A to Buttonwillow, California;
2. AG certifies that the Dismissal Agreement with which this Declaration is being filed sets forth the exact nature and amount of any and all consideration received by or promised to DB.
3. AG further certifies that the Dismissal Agreement comprises the only agreement between DB and anyone else or any other entity with regard to DB's withdrawal of DB's Buttonwillow, California Petition for Rule Making, and that there is no oral agreement between AG and DB relating to the withdrawal of DB's Buttonwillow, California Petition.

The foregoing is true and correct, under penalty of perjury.

AMERICAN GENERAL MEDIA OF TEXAS, INC.

By   
Anthony S. Brandon  
Its President

Date: October 24, 2002